



Missouri Department of Natural Resources

Missouri Anemometer Loan Program Renewable Energy Research

PROPERTY LOAN AGREEMENT

Missouri Department of Natural Resources' Outreach and Assistance Center-Energy Center (MDNR/OAC-EC) as Lender, hereby loans to <Name> as Borrower, the following property:

Qty Item

1 NRG 20-meter Tall Tower Kit

1 NRG Wind Explorer Logger Kit

1 NRG Wind Explorer Sensor Kit

for use at the following location/address:-----.

MDNR/OAC-EC and Borrower agree to enter into this special-use loan agreement for a term of <number> months beginning and ending , subject to the following terms and conditions. MDNR/OAC-EC and Borrower enter into this Property Loan Agreement for the purpose that the Borrower uses the property only for the purposes specified in this loan agreement.

1. The purpose of the loan and location where property will be used is for wind monitoring in the state of Missouri. The subject property shall be used to only collect wind speed and direction data to be used in the public domain.
2. The borrower affirms that the location stated above is owned by, or has exclusive legal rights for the use of land at that location.
3. In consideration for all of the above-described loaned property, the Borrower shall retrieve the data-plug no more than five days before or after the first day of each month, and transmit it to MDNR/OAC-EC.
4. The Borrower shall return the loan items in the like condition as received from Lender, normal wear and tear excepted, and free of contamination, on or before the expiration date, unless the loan period is formally extended or the loan is terminated before the due date.
5. If for any reason the tower must be lowered, the Borrower must contact MDNR/OAC-EC and subject to MDNR/OAC-EC approval schedule a date for the lowering.
6. The Property must be installed and operating within 30 days of equipment delivery. Raising and lowering of the tower is to be performed only under the guidance of staff from MDNR/OAC-EC.
7. The Borrower shall properly maintain the anemometer and anemometer tower, exchange the data plugs monthly, and replace batteries bimonthly. The Borrower shall operate the equipment in a reasonable and prudent manner consistent with applicable law and regulations. The Borrower shall reasonably and in good faith protect and account for the property during the entire loan period. At all times Borrower shall provide reasonable security against, but not limited to, vandalism, theft, loss, and natural occurrences.
8. The Borrower agrees to indemnify and hold harmless the Lender against any and all liability, loss, damages, claims and costs incidental hereto as a result of Borrower's use or possession of the loaned property to the extent allowed by law.

9. The Borrower grants permission to MDNR/OAC-EC to show the property as a demonstration to interested parties.
10. The Borrower shall account for, or permit inspection of, the loaned property by the Lender after proper notification.
11. The Borrower shall not withdraw from this loan during the duration of the agreement. Special considerations will be made on a per case basis.
12. This loan agreement may be terminated by MDNR/OAC-EC upon breach of any conditions hereof. If MDNR/OAC-EC determines that the Borrower has breached any conditions of this loan, MDNR/OAC-EC shall notify the Borrower in writing by certified mail, return receipt requested, specifying the particular breach. The Borrower shall have thirty (30) days from such notice, or such longer period as may be required under the circumstances as approved by MDNR/OAC-EC to correct such a breach. If the Borrower fails to correct such breach within such period, MDNR/OAC-EC may terminate this loan agreement upon thirty (30) days notice; provided, however, such termination shall not release the Borrower from liability for damage prior to such termination.
13. Any notice by the borrower concerning this agreement shall be deemed sufficient if sent to the Missouri Department of Natural Resources, Outreach and Assistance Center- Energy Center, P.O. Box 176, Jefferson City, MO 65012. Any notice by the lender concerning this agreement shall be deemed sufficient if sent by the Department of Natural Resources, Outreach and Assistance Center- Energy Center, by certified mail, return receipt requested, to _____.
14. This loan agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the federal government and the state of Missouri presently in effect and to such laws, rules, and regulations as may be hereafter promulgated by such bodies.
15. The property shall not be modified, loaned or transferred to a third party without the written permission of MDNR/OAC-EC.
16. IN WITNESS WHEREOF, the parties hereto set their hands and seals on this _____ day of _____, _____.

Loaned by:

Anita C. Randolph, Director

Name and address of borrower:

Missouri Department of Natural Resources

Outreach and Assistance Center,
Energy Center

Example only – not an offer

(Signature and date)

Example only – not an offer

(Signature and date)